

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

**TIERRA BLANCA RANCH HIGH COUNTRY  
YOUTH PROGRAM, et al.,**

**Plaintiffs,**

**v.**

**No. CIV-15-0850 MCA/LAM**

**FELIPE GONZALES,**

**Defendant,**

**STIPULATED CONFIDENTIALITY ORDER**

**THIS MATTER** is before the Court on the parties' *Unopposed Motion for a[] Stipulated Confidentiality Order* (Doc. 42), filed December 5, 2016. Having considered the motion and the parties' proposed Stipulated Confidentiality Order, the Court **FINDS** that the following Stipulated Confidentiality Order shall be entered.

WHEREAS the Parties, Plaintiffs Tierra Blanca Ranch High Country Youth Program, Scott Chandler, Colette Chandler, and Bryce Hall and Defendant Felipe Gonzales (the "Parties," each a "Party") are engaged in discovery proceedings in the above-captioned matter (the "Lawsuit"), which includes, among other things, taking depositions and producing documents; and

WHEREAS, those discovery proceedings will necessarily involve the production of certain information that the Parties to the Lawsuit believe to be confidential. Additionally, discovery could include sensitive information about minors.

**IT IS HEREBY STIPULATED AND AGREED**, by the Parties hereto, through their undersigned counsel (“Attorneys”), hereby approved by the Court, that this Stipulated Confidentiality Order will govern the handling of documents, deposition testimony, deposition exhibits, deposition transcripts, written discovery requests, interrogatory responses, responses to requests for admissions, and responses to requests for documents, and any other information or material produced, given, or exchanged, including any information contained therein or derived therefrom (“Discovery Material”) by or among any Party or non-Party providing Discovery Material (each a “Producing Party”) in this Lawsuit. This specifically includes initial disclosures, depositions, transcripts and exhibits from depositions occurring prior to entry of this Order.

1. The Parties have exchanged initial disclosures that may contain information and statements about minors (youths under the age of 18) enrolled in the Tierra Blanca Ranch High Country Youth Program (the “Youth Program”). Some of these minors may be related to parties in the case and others may be related to the Youth Program or have prior involvement with the State of New Mexico Children, Youth and Family Department (“CYFD”) or involved with other State law enforcement or State officials. *See, e.g.*, N.M.S.A. 1978 §§ 32A-4-33, 32A-2-26(G).

2. The Parties and Attorneys hereby agree and are ordered that they will utilize the confidential documents only for purposes related to the Lawsuit. Attorneys for the Parties agree that they will distribute or disclose the confidential documents to the following persons only: (1) parties to the Lawsuit and/or a party’s in-house or agency counsel; (2) employees, contractors, and partners of Attorneys who have a work-related need to know the contents of the confidential documents; (3) individuals designated as lay witnesses by Plaintiffs or Defendants in

the Lawsuit; (4) individuals designated as consultants or expert witnesses by Plaintiffs or Defendants in the Lawsuit; (5) insurance adjusters assigned to the case; and (6) the Court.

3. The Parties and Attorneys agree and are ordered not to disclose any of the confidential documents to persons other than those identified in Paragraph 2, above. The Parties and Attorneys agree that if they distribute the confidential documents to the persons identified in Paragraph 2, above, the Parties and Attorneys will inform those persons of this Confidentiality Agreement and will ask them not to disclose the confidential documents to any third parties.

4. Parties and Attorneys hereby agree and are ordered that substantial information that may be confidential and/or sensitive, may be part of the discovery exchange in this case. Some of such information may be related to claims, defenses and counterclaims and third party claims in the case and involves statements by and about involving minors.

5. Parties and Attorneys hereby agree and are ordered that in order to avoid distribution of potentially confidential information outside of the parties in the case, and in order to avoid burdening the Court with motion hearings to redact potentially substantial portions of documents, the Attorneys hereby agree that further pleadings in the case which contain confidential information be filed by the Parties and Attorneys under seal, and that discovery distributed between the parties be maintained as confidential. Any party may move to remove the sealing of pleadings or discovery materials.

6. Parties and Attorneys hereby agree and are ordered that the Parties are prohibited from distributing discovery to third parties unless they have a need to see the information and they agree in writing to maintain the information as confidential. The information can be distributed to expert and consulting witnesses who agree to maintain confidentiality of the information. Information can also be used for testifying witnesses with the understanding that

the witnesses will not be allowed to take possession of the confidential information but may be examined with respect to the information.

7. Attorneys agree and are ordered not to disclose any of the confidential documents to persons other than those identified in Paragraph 2, above. Attorneys agree that if they distribute the confidential documents to the persons identified in Paragraph 2, above, other than to the Court and its employees, the Attorneys will inform those persons of this Confidentiality Agreement and will ask them not to disclose the confidential documents to any third party.

8. Attorneys agree and are ordered that they will not permit any person not identified in Paragraph 2, above, except for a professional copy service, to inspect, examine, and copy or replicate any of the confidential documents at any time.

9. Parties and Attorneys hereby agree to keep confidential all documentation from the date of this order until further order of the court allowing the parties to disseminate information.

10. Parties and Attorneys agree that, after the termination of the Lawsuit, they will destroy all copies of the confidential documents in their possession, and will instruct that all documents that they have provided to persons identified in Paragraph 2, above, other than the Court and its employees, be destroyed.

11. This Confidentiality Order shall be construed in accordance with the laws of the State of New Mexico.

**IT IS SO ORDERED.**

  
**LOURDES A. MARTÍNEZ**  
**UNITED STATES MAGISTRATE JUDGE**

Submitted and Approved by: (*Prior to modification by the Court*)

DOUGHTY, ALCARAZ & DEGRAAUW, P.A.

*Electronic approval 12/2/2016*

Robert M. Doughty III

Jeffrey M. Mitchell

DOMENICI LAW FIRM, PC

*/s/ Pete Domenici*

Pete V. Domenici, Esq.